

Dad of the year Contest Official Rules

This contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

1. Eligibility: Beretta Win a \$500 gift card contest (the "Contest") is open only to legal US residents who are at least eighteen (18) years old at the time of entry. Employees of Beretta USA ("Main Sponsor"), and the parent, subsidiary, and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable federal, state, and local laws and regulations. Void in the state of Rhode Island and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Main Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Eligibility Dates: Contest begins on May 22, 2019 at 12:00 a.m. Eastern Time ("ET") and ends on June 12th, 2019 at 11:59 p.m. ET (the "Contest Period"). Administrator's computer is the official time keeping device for this Promotion.

3. How to Enter: During the Contest Period, visit KHYI.COM, click on the Beretta pop up and fill out the online form. No purchase is required and purchase does not enhance chances of winning. No other entry method is allowed.

4. Limit: Each participant has one available entry during contest time. In the event of a dispute as to any registration or play, the authorized account holder of the email account used to enter will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

5. Promotion Drawing: Main Sponsor will review all entries with a comity and select the Dad of the Year winner on Tuesday June 13th 2019 and will be announced live on air Wednesday June 14th 2019.

Promotion: Main Sponsor will review and select one (1) potential Prize Winner from all eligible entries on or about June 13th, 2019. Winners will be notified by email on the account provided at time of entry and are required to reply within two (2) calendar days of their acceptance. Failure to reply within two (2) days will constitute forfeiture of the prizes. Sponsor reserves the right to select an alternative winner if originally-selected winner becomes ineligible or otherwise forfeits prize according to the official rules of this sweepstakes.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY MAIN SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. MAIN SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential prize winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") (except where prohibited), which must be received by Main Sponsor within ten (10) days of the date notice or attempted notice is sent, in order to claim his/her prize (if applicable). If a potential winner of any prize cannot be contacted, fails to sign and return the Affidavit within the required time period (if applicable), or prize is returned as undeliverable, such potential winner forfeits the prize. In the event that the potential Prize Winner is disqualified for any reason, Main Sponsor will award Prize to an alternate winner by random drawing from among all remaining eligible entries. All alternate potential winners are subject to all requirements set forth in these Official Rules. Only three (3) alternate winners will be selected after which the Prize will remain un-

awarded.

8. Prizes: Winner will receive one gift Card in the amount of \$500, valid for purchases at the Dallas Beretta Gallery only. Approximate Retail Value ("ARV") of Grand Prize package: \$500. Total value of contest: \$500

For All Prizes: No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Main Sponsor's sole discretion. Main Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason

9. Release: By receipt of any prize, winner agrees to release and hold harmless Beretta USA, and their respective parent, subsidiary, and affiliate companies, suppliers, distributors, and advertising/promotion agencies, as well as each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt, use, or misuse of any prize.

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Main Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, including social media, worldwide, without further payment or consideration.

11. General Conditions: Main Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Main Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Main Sponsor in its sole discretion. In such event, Main Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Main Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Main Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Main Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes play, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Main Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Main Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court located in New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of

the entrant and Main Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

14. Entrant's Personal Information: Information collected from entrants is subject to the Main Sponsor's Privacy Policy (<http://www.berettausa.com/service/privacy.aspx>)

15. Rules Request: For a copy of these official rules, send a legal-size, self-addressed, stamped envelope to Beretta Gallery \$500 gift card contest – Official Rules, Attn: Cory Mays, 41 Highland Park Village, Dallas, 75205, prior to the end of the Promotion Period. Vermont residents may omit return postage with Official Rules requests.

17. Main Sponsor: Beretta Gallery 41 Highland Park Village. Dallas Texas 75205.